

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	Board Case Nos.:
COASTAL INTERNATIONAL SECURITY, INC.	:	05-CA-193900
	:	05-CA-193920
Respondent	:	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Respondent, Coastal International Security, Inc., its officers, agents, and assigns, enforcing its orders dated May 10, 2018, in Case Nos. 05-CA-193900 and 05-CA-193920, reported at 366 NLRB No. 84 and 366 NLRB No. 85, and the Court having considered the same, it is hereby

ORDERED AND ADJUDGED by the Court that the Respondent, Coastal International Security, Inc., its officers, agents, and assigns, shall abide by said order (see attached order and appendices).

Mandate shall issue forthwith.

NATIONAL LABOR RELATIONS BOARD

v.

COASTAL INTERNATIONAL SECURITY, INC.

ORDER**A. Board Case No. 05-CA-193900, 366 NLRB No. 84**

Coastal International Security, Inc., Upper Marlboro, Maryland, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Refusing to bargain collectively with National Association of Special Police and Security Officers (the Union) by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its function as the collective-bargaining representative of the Respondent's unit employees.
 - (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) To the extent it has not already done so, furnish to the Union in a timely manner the information requested by the Union on January 9, 2017.
 - (b) Within 14 days after service by the Region, post at its Silver Spring, Maryland facility a copy of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or

closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 9, 2017.

- (c) Within 21 days after service by the Region, file with the Regional Director for Region 5 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

B. Board Case No. 05-CA-193920, 366 NLRB No. 85

Coastal International Security, Inc., Upper Marlboro, Maryland, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Failing and refusing to bargain with National Association of Special Police and Security Officers (the Union) as the exclusive collective-bargaining representative of the employees in the bargaining unit.
 - (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) Upon request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement:

All full-time and regular part-time armed and unarmed security guards, including sergeants, employed by Respondent at the Union Center Plaza, Washington, D.C., but excluding lieutenants, site managers, officers, directors, the project managers and any assistant project manager, all other supervisors, managerial employees, confidential employees, and non-guard employees.
 - (b) Within 14 days after service by the Region, post at its Washington, D.C. facility a copy of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 5, after

being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 10, 2016.

- (c) Within 21 days after service by the Region, file with the Regional Director for Region 5 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Notice - Board Case No. 05-CA-193900, 366 NLRB No. 84**APPENDIX****NOTICE TO EMPLOYEES**

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain collectively with National Association of Special Police and Security Officers (the Union) by failing and refusing to furnish the Union with requested information that is relevant and necessary to its performance of its functions as the collective-bargaining representative of our unit employees.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL furnish to the Union in a timely manner the information it requested on January 9, 2017, to the extent we have not already done so.

COASTAL INTERNATIONAL SECURITY, INC.

The Board's decision can be found at www.nlr.gov/case/05-CA-193900 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



Notice - Board Case No. 05-CA-193920, 366 NLRB No. 85**APPENDIX****NOTICE TO EMPLOYEES**

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The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail and refuse to bargain with the National Association of Special Police and Security Officers (the Union) as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full time and regular part-time armed and unarmed guards, including sergeants, employed by us at the Union Center Plaza, Washington, D.C., but excluding lieutenants, site managers, officers and directors of us, the project manager and assistant project manager, all other supervisors, managerial employees, confidential employees, and non-guard employees.

COASTAL INTERNATIONAL SECURITY, INC.

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